



Attachment A – Standard Terms and Conditions  
Xerox Statewide Copier Contract T#91729

**Vendor's Forms:** The purchase order is the only binding document to be issued against the contract. Signing of vendor's forms is not allowed.

**Acceptance:** Unless otherwise specified, bids on the contract will be assumed to be firm for acceptance for a minimum of sixty (60) days. If accepted, prices must be firm for the specified contract period.

**Cancellation:** The State of Louisiana reserves the right to cancel the contract with thirty (30) days written notice.

**Contracts for Purchase of Copiers:** Contracts for the purchase of copiers shall be effective for thirty-six (36) months from the date of award and, at the option of the State of Louisiana and acceptance by the contractor, the contract may be extended for two additional twelve (12) month periods at the same price, terms and conditions. Contract not to exceed sixty (60) months. P

**Contracts for Rental of Copiers and Maintenance for purchased Copiers:** Contracts for the rental of copiers and maintenance of purchased copiers shall be effective for sixty (60) months from the date of award, with placements allowed only during the first thirty-six (36) months of the contract.

**Vendor List:** The bidder who signs the bid will be designated as prime contractor on any contract resulting from this solicitation. If additional distributor vendors are authorized to receive orders for items contained in said contract, the bidder should submit with the bid, a list of those additional authorized distributors. This information should be provided on "attachment d - authorized vendor list." The prime contractor will be responsible for the actions of any distributor vendors listed.

**Non-exclusivity Clause:** this agreement is non-exclusive and shall not in any way preclude state agencies from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

**Contract Revisions:** requests for revisions to the contract must be addressed to the Director of State Procurement and shall refer to the contract item number with justification of the request. Distributor vendor changes, price reductions and justifiable item deletions may be considered during the contract period.

Contractor must immediately notify the Office of State Procurement when any dealer on this contract is terminated, relocated or added. All orders placed with dealers prior to receipt of such notification by the Office of State Procurement must be honored. Revisions will become effective only upon approval by the director of State Procurement or designee. Bidder should include with the bid a list of all persons, in addition to the signer of the bid, who are authorized to request revisions to this contract.

**Authority to Make Revisions to Contract:** requests for all revisions to the contract must be submitted in writing by the representative authorized, unless otherwise stated herein:

I, *Martin Dvorkin*, duly authorized to execute the contract, hereby delegate the following person/persons to

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submit written requests for revisions to the contract:

- Gary Rawls, Pricing and Contract Manager
- Christopher McPherson, General Manager; Southeastern, US
- Gordon Trahan, State Government Representative

**Quantities:** This is an open-ended requirements contract. Quantities shown are based on previous contract usage and estimates. The successful bidder must supply at bid price the actual requirements as ordered whether the total of such requirements are more or less than the quantities shown.

The above quantities are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the bid.

**Orders:** All state agencies are to issue purchase orders for the items required, as and when needed. Political subdivisions of the state and quasi agencies who have been authorized to purchase from contracts made by the Office of State Procurement, are to issue their regular purchase orders directly to the supplier, making reference to the contract and item number.

**Pricing:** Bidders should submit with their bid response, either the most recent public or commercial price list, or GSA price schedule covering all items bid. In the event that a printed list of these is unavailable, a signed and notarized typed listing of prices covering all items bid should be submitted. Such price lists are for informational purposes only, and the terms and conditions contained therein will not be applicable to this ITB.

**Invoices:** Invoices will be submitted by the contractor to the using agency, and the invoice shall refer to the delivery ticket number, delivery date, purchase order number, quantity, unit price, and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the contractor in duplicate directly to the accounting department of the using agency. Invoices shall show the amount of any cash discount, and shall be submitted on the contractor's own invoice form.

**Payment:** Payment will be made on the basis of unit price as listed in the contract; such price and payment will constitute full compensation for furnishing and delivering the contract commodities. In no case will the state agency refuse to make partial payments to the contractor although all items have not been delivered. This payment in no way relieves the contractor of his responsibility to effect shipment of the balance of the order. Payment will be made to vendor and address as shown on order.

**Administrative Fee or Rebate:** The State shall be due a minimum 1 % administrative fee or rebate to be payable to the State of Louisiana, Office of State Procurement in exchange for the management and facilitation of the contract(s) resulting from this solicitation. The calculation of the administrative fee or rebate includes any entity receiving contract pricing resulting from the awarded contracts. The administrative fee or rebate shall be submitted quarterly and shall be based on the total net (gross sales minus returns, credits and deductions) sales made to entities located in the State of Louisiana under the contract. The check is to be made payable to the State of Louisiana, Division of Administration, Office of State Procurement. The check is to be mailed to the Office of State Procurement, Attn: OSP Receivables Specialist, either through the U.S. Postal Service to our box

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at: P. O. Box 94095, Baton Rouge, LA 70804-9095; or through a courier service to our physical location at: 1201 North 3<sup>rd</sup> Street, Suite 2-160, Baton Rouge, LA 70802. The calculation of the administrative fee or rebate shall begin immediately upon execution of the contract and payment shall be made in accordance with the following schedule:

<u>Quarter</u>	<u>Payment Period</u>	<u>Payment Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

**Contract Usage Reports:** The Contractor shall submit detailed contract usage reports quarterly to the Office of State Procurement Contracts Manager for the contract in accordance with the below schedule. Initiation and submission of the quarterly reports to the Office of State Procurement is the responsibility of the Contractor without prompting or notification by the Office of State Procurement Contracts Manager. If these reports are not submitted in a timely manner, the Office of State Procurement shall have the right to terminate the contract.

The specific usage report content, scope, and format requirements is available on the Office of State Procurement website under Purchasing/Online Forms/Vendor Forms:

<http://www.doa.la.gov/pages/osp/vendorcenter/forms/index.aspx>.

In addition, the person's name who compiles the report and their contact information shall be provided. The Office of State Procurement reserves the right to request copies of any purchase orders issued against the contract.

The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by the Office of State Procurement.

Schedule for submittal of usage reports:

<u>Quarter</u>	<u>Reporting Period</u>	<u>Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30

**Cooperative purchase:** Political subdivisions of the state, quasi state agencies, and external procurement units (described below), may be permitted to purchase from contracts made by the Office of State Procurement. The contractor may, at its option, permit political subdivisions of the state, quasi state agencies, and external procurement units to purchase from the contract entered into pursuant to this ITB.

- Contractor permits any contract entered into pursuant to this ITB to apply to quasi state agencies or other political subdivisions of the state.

**Appropriations of funds:** The continuation of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of a contract, or if such appropriation is reduced by the veto of the governor or by any means provided in the appropriations act or title 39 of the La. Revised statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reductions is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### **Insurance Requirements for Contractors**

The contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, its agents, representatives, employees or subcontractors.

#### **A. Minimum Scope and Limits of Insurance**

##### **1. Workers Compensation**

Workers compensation insurance shall be in compliance with the workers compensation law of the state of the contractor's headquarters. Employers' liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the employers' liability limit increased to a minimum of \$1,000,000. A.m. Best's insurance company rating requirement may be waived for workers compensation coverage only.

##### **2. Commercial General Liability**

Commercial general liability insurance, including personal and advertising injury liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) commercial general liability occurrence coverage form cg 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

##### **3. Automobile Liability**

Automobile liability insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number ca 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

#### **B. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and accepted by the agency. The contractor

shall be responsible for all deductibles and self-insured retentions.

**C. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General liability and automobile liability coverages

- a. The agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO form cg 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the agency.
- b. The contractor's insurance shall be primary as respects the agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the agency shall be excess and non-contributory of the contractor's insurance.
- c. Any failure of the contractor to comply with reporting provisions of the policy shall not affect coverage provided to the agency, its officers, agents, employees and volunteers.
- d. The contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers compensation and employers liability coverage

The insurer shall agree to waive all rights of subrogation against the agency, its officers, agents, employees and volunteers for losses arising from work performed by the contractor for the agency.

3. All coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the contractor to comply with reporting provisions of the policy shall not affect coverage provided to the agency, its officers, agents, employees and volunteers.

**D. Acceptability of Insurers**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-: **VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another certificate of insurance as required in the contract.

**E. Verification of Coverage**

Contractor shall furnish the agency with certificates of insurance reflecting proof of required coverage. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the agency before work commences and upon any contract renewal thereafter.

In addition to the certificates, contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the contractor to furnish, deliver and maintain such insurance as above provided, the contract, at the election of the agency, may be suspended, discontinued or terminated. Failure of the contractor to purchase and/or maintain any required insurance shall not relieve the contractor from any liability or indemnification under the contract.

**F. Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The agency reserves the right to request copies of subcontractor's certificates at any time.

**G. Workers Compensation Indemnity**

In the event contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana workers compensation act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of contractor, its owners, agents and employees. The parties further agree that contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the contract.

**H. Indemnification/Hold Harmless Agreement**

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Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana , all state departments, agencies, boards and commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana , all state departments, agencies, boards, commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

**I. Force Majeure**

In the event of a force majeure event that causes the closure of the facility where the equipment is located or otherwise prevents the facility from being operational, the state/agency shall not be liable for payment under the contract until such time as the facility once again is open and operational.

If the equipment is destroyed or made inoperable by a force majeure event, the state/agency shall not be liable for payment under the contract until such time as the equipment is repaired or replaced at the sole cost to the contractor.

**Delivery and Installation:** Successful vendor to furnish equipment and all tools, labor and supplies necessary to set equipment in place, and to connect to existing and electrical. Before the contract is acceptable and complete, successful bidder shall demonstrate equipment, clean up and remove from the premises all debris resulting from work performed, and shall see to it that all the items furnished are left in good order, clean and properly installed.

Vendors are encouraged to consider delivery methods that utilize recyclable or reusable packaging material and containers, or those with recycled content.

**Hot line for Technical Assistance:** Contractor shall be available for consultation service during normal working hours 8:00 am to 5:00 pm Central Time, Monday through Friday excluding State holidays, through the use of a “hot line” telephone number. List the telephone number for using agencies to call when technical assistance is needed:

Phone number: **800-822-2979**

**Warranty:** The contractor shall provide the standard warranty offered by the manufacturer for the products bid.